

## CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Fairfield, California, as of November 16, 2017, by and between the City of Fairfield, a municipal corporation (the "CITY") and R3 Consulting Group, Incorporated ("CONSULTANT"), who agree as follows:

1) SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY the services described in Exhibit "A," which consists of the proposal submitted by CONSULTANT. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit "A."

2) PAYMENT. CITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "B." The payments specified in Exhibit "B" shall be the only payments to be made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to the CITY in the manner specified in Exhibit "B."

3) FACILITIES AND EQUIPMENT. CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4) GENERAL PROVISIONS. The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit "C" shall control.

5) INSURANCE REQUIREMENTS. The insurance requirements set forth in Exhibit "D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the requirements set forth in Exhibit "D" shall control.

6) EXHIBITS. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

7) TERM. This agreement shall be in effect until the scope of work is completed.

EXECUTED as of the day first above-stated.

City of Fairfield, a municipal corporation

By: \_\_\_\_\_

DAVID A. WHITE  
City Manager

CONSULTANT – R3 Consulting Group, Inc.

By: \_\_\_\_\_

GARTH SCHULTZ, Principal

Ms. Esther Blanco

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## Scope of Work

### Task 1 Kick-Off Meeting and Initial Information Request / Review

We will begin this engagement with a Kick-Off Meeting and Initial Data Request from the City in order to establish a strong working relationship and gather necessary information for creating (and inclusion in) the Draft Plan unique to the City. The Kick-Off Meeting will be attended by key R3 Project Team staff and necessary City staff (such as staff from Public Works, police, fire, etc.).

Prior to and during the Kick-Off Meeting, we will request information related to details bulleted below, discuss information provided by the City, and review other Plan development details such as timeline and points of contact. The following information will be included directly in the Plan or will be used to identify and create protocol and processes specific to the City.

#### Information to be Requested:

- Documents currently in place related to emergency operations planning (i.e. designated staff roles, other emergency operation plans, etc.);
- Staff roles and who is responsible for particular tasks in the event of a disaster;
- Local ordinances that exist related to debris management;
- FEMA 100 & 500-year Floodplain Boundaries;
- Organizational Chart (Public Works, Waste Management and Recycling, etc.);
- List of Commercial Franchised Haulers;
- Right of Entry Permit and/or Denial of Right of Entry;
- Area maps of schools, parks and other public spaces as available;
- Tree Count Estimate;
- City Fault Map;
- The number and location of mobile home parks in the City;
- The name of the department and/or contact person for determining tree count and vegetative debris in public parks;
- Confirmation of whether a Right-Of-Way (ROW) assessment has been conducted to identify hazardous leaning trees and hanging limbs; and
- Confirmation of whether the City is a contract City / the majority of the Public Works staff are under contract.
- Review information provided by the City, as requested above;
- Discuss preliminary Temporary Debris Storage and Reduction Sites (TDSRS) potential locations; and
- Identify if any Environmental Impact Reviews (EIR)s been conducted at potential TDSRS sites.

We understand the City may not have all the information above. We are available to provide templates and/or example information for revision by the City, if needed (ex: floodplain boundary maps, organizational charts, etc.). This Scope of Work assumes the City will have the ability to, at some point during the execution of Task 1 or Task 2, provide us with this information needed in the Plan.

We will also discuss the existing contract with Republic Services and their involvement, if any, in this project. The Plan specifically addresses City planning efforts for meeting FEMA disaster debris requirements (in the event of a federally declared disaster), in which case Republic Services would likely not be capable (nor appropriately qualified) for providing solid waste collection services. We are happy to facilitate a conversation with Republic Services as part of this engagement, either during this Task 1 Kick-Off Meeting or follow-up phone calls and/or emails, to determine what contingency plan they have established in the event of *non-federally declared* disaster; however, the provision of its services may be unrelated to the Plan provided in this Scope of Work.

*Please note that this Scope of Work does not include the creation of an "Emergency Response and Clean-up Plan" with Republic Services, as it is our understanding such plan is intended for local disasters whereas this Plan is for federally-declared disasters and FEMA requirements for such.*

We will likely need to follow up with the City via phone or email following our Kick-Off Meeting and receipt of information requested to discuss questions that may arise, confirm our understanding of details, etc.

#### **Task 1 Deliverables:**

- One (1) in-person meeting with the City;
- One (1) information request, accompanied by templates where needed by City;
- Sharing of templates as requested for City development of key documents as discussed above; and
- Review of information provided by City.

## **Task 2 Create Draft Plan for CalOES Review and Revise per CalOES Feedback**

In this Task 2, we will create a Draft Plan, review it with City staff during two (2) in-person meetings and five (5) follow-up phone call meetings, provide a complete Draft Plan for City submission to CalOES, and revise the Draft Plan up to three (3) times, as needed, based on CalOES feedback/comments. R3 will make a best effort to include key City staff in all appropriate communication about the development and revisions made to the Draft Plan, and will provide key City staff with monthly status reports via email regarding progress made on the Plan development.

### Disaster Debris Management Plan Development

We will largely draw on information received and discussed in Task 1 to develop the Plan. The Plan will include the twelve (12) elements of a comprehensive plan, as outlined in the FEMA Debris Management Plan Checklist (Attachment 1), and will include relative details outlined in the FEMA Public Assistance Program and Policy Guide (2017).<sup>2</sup> Specific FEMA requirements that the Plan will contain (and will be created by R3 if not already existent), include but are not limited to:

- A Plan overview that includes a purpose and objectives;
- Information related to certain potential natural disasters (that is flexible and includes information and direction for most major disasters, including local, State, and Federal), and assumptions of debris generated from select events;
- A developed debris collection and removal strategy (i.e. debris clearance, collection, removal, disposal, reduction, recycling and monitoring);

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<sup>2</sup> FEMA's Public Assistance Program and Policy Guide can be found here: [https://www.fema.gov/media-library-data/1496435662672-d79ba9e1edb16e60b51634af00f490ae/2017\\_PAPPG\\_2.0\\_508\\_FINAL\(2\).pdf](https://www.fema.gov/media-library-data/1496435662672-d79ba9e1edb16e60b51634af00f490ae/2017_PAPPG_2.0_508_FINAL(2).pdf)

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- Identified disposal locations, Temporary Debris Storage and Removal Sites (TDSRS), and protocol for managing and monitoring these locations;
- A process for removing debris on private property;
- An outline of the procurement process methodology and identified pre-approved national organizations for debris removal services and debris monitoring services;
- A definition of types of work that force account labor will accomplish;
- Health and safety requirements and specific measures for adhering to such;
- Environmental considerations for certain identified debris operations; and
- An identified public information strategy (and draft language).

R3 will refer to the Outline of City of Rancho Cordova Disaster Debris Management Plan (Attachment 2) as a model for developing the City-specific Plan. Rancho Cordova's plan has already been reviewed by CalOES and FEMA, was commended by CalOES for its quality, and was approved by FEMA in June 2017.

#### **Meeting with City staff**

Following the completion of the Draft Plan, we will meet twice (2) times in-person with the City to review the Draft Plan, clarify any questions, and discuss any potential revisions. Following this meeting, we will revise the Draft Plan to address the City's comments, and send to the City via email for City submission to CalOES (CalOES does not accept submissions of Plans from consultants).

#### **Draft Plan Revisions – CalOES Feedback/Comments**

We understand that most Plans are not immediately approved by CalOES, but need numerous revisions to ensure all FEMA requirements are included. This Scope of Work assumes up to three (3) CalOES reviews/R3 revisions of the Draft Plan, based on CalOES feedback/comments. The City will have the opportunity to provide comment and feedback at any time that CalOES feedback/comments are received, and we will include such modifications during our revisions. We will meet with City staff following each CalOES review (up to five (5) meetings) via phone or email to discuss any necessary revisions. Revisions to the Draft Plan will be made within three (3) weeks of receipt of CalOES feedback/comments from City.

#### **Task 2 Deliverables:**

- One (1) Draft Plan, revised up to three (3) times based on CalOES feedback/comments;
- Two (2) in-person meeting with City staff to discuss details of the Draft Plan (we propose scheduling this meeting prior to submitting Plan to CalOES);
- Up to five (5) follow-up meetings with City staff (via phone or virtual meeting); and
- Monthly updates to key City staff via email regarding the status of the Draft Plan development.

#### **Task 3      Contingency: Revise Draft Plan Based on FEMA Feedback (if needed) and Final Plan**

Based on our experience and prior communication with CalOES staff, we understand that Disaster Debris Management Plans that are approved by CalOES generally are approved by FEMA without any additional edits. However, this Scope of Work assumes that it may be necessary to provide up to two (2) revisions to the Plan, based on FEMA feedback/comments, if necessary.



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### Scenario 1: FEMA-based Revisions are Needed

In the event that FEMA provides feedback/comments on the Draft Plan, R3 will be available to respond to FEMA directly or via City correspondence, and will provide up to two (2) revisions to the Plan as needed. We will make our revisions to the Draft Plan and resend to the City, for City submittal to CalOES/FEMA within three (3) weeks of receipt of FEMA feedback/comment from the City.

### Scenario 2: No FEMA Revisions Needed

In many cases, FEMA does not provide written feedback/comment and simply approves Disaster Debris Management Plans that have already undergone the CalOES review and approval process. If the City's Draft Plan does not receive FEMA feedback/comment, then essentially the last rendition of the Draft Plan that was approved by CalOES will become the "Final Disaster Debris Management Plan", as no additional revisions for meeting FEMA requirements will be needed and it will have been therefore "approved".

Alternatively, in the event that no FEMA revisions are necessary, the value of this Task 3 may be utilized at City direction and R3 agreement as contingency for other work items required for this project.

### **Task 3 Deliverables:**

- Up to two (2) revisions to the Draft Plan, as needed, based on FEMA feedback/comment; and
- One (1) Final Disaster Debris Management Plan, presented in an agreed-upon format, to be made available for updating by City staff (we recommend the Final Plan be updated annually); or
- Other project-related contingency as noted above.

## **Project Schedule**

Below is our proposed project schedule for this engagement. We are open to modifying this schedule based on City staff availability to begin the project. This schedule is dependent on timely receipt of information from City staff during Task 1. Please note that Task 2 is dependent on CalOES' review and approval of the Plan, which we approximate will take between 3 to 8 months (5 ½ months listed in the schedule below). We will be available to make modifications to the Draft Plan based on CalOES and FEMA feedback/comments within three (3) weeks of receipt of feedback/comments, for each round of revisions needed. We have budgeted for three (3) rounds of revisions based on CalOES feedback/comment and two (2) rounds of revisions based on FEMA feedback/comment.

**Table 1**  
**R3 Project Schedule and Per-Task Budget**

Task		Start Date	Completion Date	Per-Task Budget*
1	Kick-Off Meeting and Initial Information Request / Review	November 1, 2017	December 15, 2017	\$3,935
2	Create Draft Disaster Debris Management Plan for CalOES Review and Revise per CalOES Feedback	December 15, 2017	March 15, 2017	\$17,350
	CalOES Review and Approval of Plan	Approximately March 15, 2017	Approximately August 31, 2017	
3	<b>Contingency:</b> Revise Draft Plan Based on FEMA Feedback (if needed) and Final Disaster Debris Management Plan or other project-related requests made by City	Within three (3) weeks of FEMA comments/feedback		\$3,500

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\*In the event that any particular task is completed with remaining budget, such unspent funds may be carried to another task, if needed. This schedule assumes a timely receipt of information and review from the City, and may be adjusted per City request.

## Project Budget & Billing Rates

We propose to complete the Project Scope of Work on a time-and-materials basis for a **not-to-exceed budget by task totaling \$24,785\***, including an approximate 16% contingency which would be reserved for Task 3 or other project-related contingency as agreed on by the City and R3. In the event that no FEMA revisions are required in Task 3, and no additional use of contingency is required, the project cost will not exceed \$21,285.

Our per-task budget is provided in **Table 1 – R3 Project Schedule and Per-Task Budget** on the previous page. Please note that in the event that any particular task is completed with remaining budget, such unspent funds may be carried to another task, if needed and agreed on by City.

We would be happy to discuss changes to our scope or budget as may be needed to align with the City's needs. Below, we have provided a table with our hourly billing rates.

**Table 2**  
**R3 Hourly Billing Rates**

<b>Category</b>	<b>Hourly Rate</b>
Principal / Project Director	\$205 per hour
Senior Project Manager	\$185 per hour
Project Manager	\$160 per hour
Senior Project Analyst	\$145 per hour
Project Analyst	\$135 per hour
Associate Analyst	\$120 per hour
Administrative Support	\$100 per hour
<b>Reimbursable Costs (Included in Hourly Rates)</b>	
Consultants/Subcontractors	Cost plus 10%
Lodging and meals	Direct cost
Travel — Private or company car	\$0.535 per mile
Travel — Other	Direct cost
Delivery and other expenses	Direct cost

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## Payments

Unless otherwise agreed in writing, fees will be billed monthly at the first of each month for the preceding month and will be payable within 30 days of the date of the invoice.

\* \* \* \* \*

We appreciate the opportunity to submit our proposal to the City. Should you have any questions regarding our proposal, or need any additional information, please contact me by phone at (916) 782-7821 or by email at [nlessa@r3cgl.com](mailto:nlessa@r3cgl.com).

Sincerely,

**R3 CONSULTING GROUP**



Natalie Lessa | R3 Senior Project Analyst

## Attachments

- 1 FEMA Debris Management Plan Checklist
- 2 Outline of City of Rancho Cordova Disaster Debris Management Plan

## **EXHIBIT "B"**

### **PAYMENT**

1) The total contract price for services rendered by CONSULTANT under this Agreement shall for a total not-to-exceed amount of \$21,285, at the hourly rates below (as also specified in Exhibit A – Project Budget & Billing Rates):

<u>Personnel</u>	<u>Hourly Rate</u>
Principal/Project Director	\$205
Senior Project Manager	\$185
Project Manager	\$160
Senior Project Analyst	\$145
Project Analyst	\$135
Associate Analyst	\$120
Administrative Support	\$100

2) Payment shall be made to CONSULTANT on a time and materials basis, and CONSULTANT shall submit monthly invoices to the City of Fairfield for the same.

3) Any additional meetings or work required beyond that set forth in Exhibit "A" shall be mutually agreed to in writing by the CITY and CONSULTANT, and shall be billed on a time and materials basis.



## EXHIBIT "C"

### GENERAL PROVISIONS

1) INDEPENDENT CONSULTANT. At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

2) LICENSES; PERMITS; ETC. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT's profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.

3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. CONSULTANT shall adhere to the Schedule of Activities as described in their Executive Summary.

4) CONSULTANT NOT AN AGENT. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

5) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

6) PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

7) STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement. Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. All products which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

8) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by the CITY at its discretion upon written notification to CONSULTANT. CONSULTANT is entitled to receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of CITY.

9) PRODUCTS OF CONSULTING. All products of the CONSULTANT provided under this Agreement shall be the property of the CITY.

10) INDEMNIFY AND HOLD HARMLESS.

a) If AGREEMENT is an agreement for design professional services subject to California Civil Code § 2782.8(a) and CONSULTANT is a design professional, as defined in California Civil Code § 2782.8(c)(2), to the fullest extent allowed by law, CONSULTANT shall hold harmless, defend and indemnify the CITY, its officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY.

b) If AGREEMENT is not an agreement for design professional services subject to California Civil Code § 2782.8(a) or CONSULTANT is not a design professional as defined in subsection (a) above, to the fullest extent allowed by law, CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the CITY, its officers, agents, employees or volunteers.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

CONSULTANT'S responsibility for such defense and indemnity shall survive termination or completion of this agreement for the full period of time allowed by law.

11)PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

12)LOCAL EMPLOYMENT POLICY. The CITY desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Solano County. The CITY encourages an active affirmative action program on the part of its contractors, consultants, and developers. When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked, to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.

13)CONSULTANT NOT A PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §§ 87200 et seq. CONSULTANT conducts research and arrives at his or her conclusions, advice, recommendation, or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond these conclusions, advice, recommendation, or counsel.

14)EMPLOYMENT DEVELOPMENT DEPARTMENT REPORTING REQUIREMENTS. When the CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

a) Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.

b) If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.

c) If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT'S federal tax identification number.

## EXHIBIT "D"

### INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

#### 1) MINIMUM SCOPE AND LIMITS OF INSURANCE

a) Commercial General Liability coverage (occurrence Form CG 00 01) with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b) Automobile Liability coverage (Form CA 00 01 with Code 1 – any auto) with minimum limits of \$1,000,000 per accident for bodily injury and property damage.

c) Workers' Compensation insurance as required by the State of California and Employers' Liability insurance, each in the amount of \$1,000,000 per accident for bodily injury or disease.

#### 2) INDUSTRY SPECIFIC COVERAGES

If checked below, the following insurance is also required.

- ☒ Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.
- ☐ Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
- ☐ Garage Keepers Insurance in the minimum amount of \$1,000,000 per occurrence
- ☐ Fidelity / Crime / Dishonesty Bond in the minimum amount of \$\_\_\_\_\_
- ☐ MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- ☐ Builder's Risk / Course of Construction Insurance in the minimum amount of \$\_\_\_\_\_.

### 3) INSURANCE PROVISIONS

a) DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

b) The general and automobile liability policies (and if applicable, pollution liability, garage keepers liability and builder's risk policies) are to contain, or be endorsed to contain, the following provisions:

- i) The CITY, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT; and automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.
- ii) For any claims related to this project, the CONSULTANT'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the CONSULTANT'S insurance and shall not contribute with it.
- iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.
- iv) The CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.
- vi) The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

c) ACCEPTABILITY OF INSURER. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.

d) VERIFICATION OF COVERAGE. CONSULTANT shall furnish the CITY with original endorsements effecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the CITY or on forms equivalent to CG 20 10 11 85 subject to CITY approval. All insurance certificates and endorsements are to be received and approved by the CITY before work commences. At the request of the CITY, CONSULTANT shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

e) SUB-CONTRACTORS. CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to the requirements of Exhibit D. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.





CITY OF  
**FAIRFIELD**  
CALIFORNIA

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## R3 Consultanting Group Inc

Account: 32370



Edit Account



Place Hold



Archive Account



Request Compliance



View Audit Trail



Log Note



Log Meeting



Log Call



Log Email



Send Email



Assign Task



Add Contact

### Dashboard

RISKworks Account Compliance Status: Compliant

Number of Active Evaluation(s): 1

Total Number of Evaluations: 4

Compliant Evaluations: 1

Non Compliant Evaluations: 0

TBD Evaluations: 0

Items Requiring Attention: 0

### Organizational Unit

City of Fairfield, CA

Public Works

### Action Items

There are no pending tasks. Click [here](#) to add one.

### Evaluations

<input type="checkbox"/> Evaluation ID	Agreement Number	Agreement End Date	Compliance Status	Started	Type	Effective Date	Expiration Date	Stage
<input type="checkbox"/> <a href="#">18678</a>			Compliant	10/31/2017	Consultant Services_2664	11/27/2017	12/15/2017	

[add](#) [renew](#) [archive](#)

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### Documents

### Account Information

### Contacts

### History